

**ROCKBALL LLC Elite Basketball Training
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT WITH PARENTAL CONSENT ("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in any event ("Activity") at any time I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND that: (a) THIS ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("Risks"); (b) the Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at the is time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation, or that of the minor, in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Rockball LLC, their administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, rescue personnel, sponsors, advertisers, owner and lessees of Premises on which the Activity is conducted, (each of the forgoing shall be considered one of the RELEASEES herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

I ACKNOWLEDGE THAT I AM 18 OR OLDER, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: _____

PARTICIPANTS SIGNATURE (18 & older only) _____

ADDRESS: _____

((Street)

(City)

(Zip)

EMAIL ADDRESS: _____ PARTICIPANTS BIRTHDATE: _____

PHONE: (Home) _____ (Cell) _____

MINOR RELEASE: (must be completed by Parent/Guardian for any participant under the age of 18) AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITY AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM AL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MONOR'S ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINORS BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR ANY COST THAT MAY OCCUR AS A RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____

PARENT/GUARDIAN SIGNATURE: _____

DATE: _____

(if participant is under the age of 18)

ROCKBALL LLC Elite Basketball Training

RELEASE AND WAIVER OF PHOTOS, VIDEOS, WEBSITE & SOCIAL MEDIA WITH PARENTAL CONSENT ("AGREEMENT")

I hereby grant permission to Rockball LLC, and it's officers, trustees, employees, agents, students, representatives, successors, licensees, and assigns (hereinafter "Rockball") to photograph my image, likeness, or depiction and/or that of my minor children (if applicable). I hereby grant permission to Rockball to edit, crop, or retouch such photographs, and waive any right to inspect the final photographs. I hereby consent to and permit photographs of me and/or those of my minor children to be used by Rockball worldwide for any purposes, including educational and advertisement purposes, and in any medium, including print and electronic, such as social media (including but not limited to Facebook, Instagram, Twitter, and Youtube). I understand Rockball may use such photographs with or without associating names thereto. I further waive any claim for compensation of any kind for Rockball use or publication of photographs of me and/or those of my minor children (if applicable).

I hereby fully and forever discharge and release Rockball from any claim for damages of any kind (including, but not limited to, invasion of privacy; defamation; false light or misappropriation of name, likeness or image) arising out of the use of or publication of photographs of me and/or those of my minor children (if applicable) by Rockball, and covenant and agree not to sue or otherwise initiate legal proceedings against Rockball for such use or publication on my own behalf or on behalf of my minor children. All grants of permission and consent, and all covenants, agreements and understandings contained herein are irrevocable.

I ACKNOWLEDGE AND REPRESENT THAT I AM OVER THE AGE OF 18, HAVE READ THIS ENTIRE DOCUMENT, THAT I UNDERSTAND ITS TERMS AND PROVISIONS, AND THAT I HAVE SIGNED KNOWINGLY AND VOLUNTARILY ON BEHALF OF MYSELF AND/OR MY MINOR CHILDREN (IF APPLICABLE).

PARTICIPANTS NAME: _____

PARENT/GUARDIAN NAME: _____

SIGNATURE: _____ DATE: _____